

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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STEVEN E. LAURENCE,  
  
Plaintiff-Appellee,

UNPUBLISHED  
April 20, 2006

V

KEIKO S. LAURENCE,  
  
Defendant-Appellant.

No. 259447  
Montcalm Circuit Court  
LC No. 04-002764-DM

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Before: Murphy, P.J., and O’Connell and Murray, JJ.

PER CURIAM.

Defendant appeals as of right from the trial court order that declined to enforce the parties’ March 2000 settlement agreement in this divorce action. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The parties were married in 1990 and separated in 2000. At the time of the separation, they signed a Marital Settlement Agreement dated March 18, 2000. The Agreement stated that “an action for divorce is now pending between the parties, and the parties desire to resolve various matters as part of said divorce action, the parties agree to the following . . . .” No divorce action was actually pending at the time. Indeed, the divorce complaint was not filed until March 2, 2004.

According to the Agreement, plaintiff was to pay \$175 per week for child support. That amount changed to \$150 per week when the parties’ oldest child turned eighteen. At a hearing before the trial court, defendant, who represented herself, stated that she knew plaintiff had lost his job and that his subsequent jobs paid lower wages. She also acknowledged that her income had increased and that the parties agreed to negotiate the amount of child support.

At a hearing in September 2004, the parties agreed to a new determination of child support that was made by the Friend of the Court, but they were unable to place a complete settlement on the record because defendant maintained that plaintiff owed her child support arrearages based on the amount set forth in the March 2000 Agreement. Plaintiff, however, was unwilling to pay any additional amount to defendant because he claimed that there were many changes in the four years following the Agreement.

A trial was held to determine if the Agreement was binding on the parties in their 2004 divorce action. The trial court concluded that the Agreement was not binding because it

specifically contemplated a pending divorce action, which did not happen. Nonetheless, the resulting judgment contained the terms of the parties' property settlement, but not the agreement as to child support. Thus, the question is whether the trial court was bound by the parties' prior agreement as to the amount of child support owed.

Contract interpretation is a question of law that is reviewed de novo. *Reed v Reed*, 265 Mich App 131, 141; 693 NW2d 825 (2005). A settlement agreement is a contract and is to be construed and interpreted according to contract principles. *Mikonczyk v Detroit Newspapers, Inc*, 238 Mich App 347, 349; 605 NW2d 360 (1999); *Gramer v Gramer*, 207 Mich App 123, 125; 523 NW2d 861 (1994). Contract language is interpreted according to its plain and ordinary meaning. *St Paul Fire & Marine Ins Co v Ingall*, 228 Mich App 101, 107; 577 NW2d 188 (1998). The intent of the parties is to be determined from the language of the contract when such language is clear and unambiguous. *Mahnick v Bell Co*, 256 Mich App 154, 158-159; 662 NW2d 830 (2003).

We conclude that the trial court did not abuse its discretion when it refused to uphold the parties' prior agreement on child support, and instead utilized an updated figure from the Friend of the Court. *Thompson v Merritt*, 192 Mich App 412, 416; 481 NW2d 735 (1991). It is well-settled that a trial court is not obligated to accept the parties' agreement on matters of child custody or support. See *Bowman v Coleman*, 356 Mich 390, 392-393; 97 NW2d 118 (1959); *Lombardo v Lombardo*, 202 Mich App 151, 160; 507 NW2d 788 (1993); *Puzzuoli v Puzzuoli*, 3 Mich App 594, 598; 143 NW2d 162 (1966). Because the parties recognized that circumstances affecting child support amounts had changed over the four years preceding the divorce proceedings, it was not an abuse of discretion to reject that part of the agreement and instead utilize up-to-date numbers.

Affirmed.

/s/ William B. Murphy  
/s/ Peter D. O'Connell  
/s/ Christopher M. Murray